

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |                                      |                               |  |
|--|--------------------------------------|-------------------------------|--|
| SUBMISSION TYPE:   | NEW ASSIGNMENT                       |                               |  |
| NATURE OF CONVEYANCE:  | SECURITY INTEREST                    |                               |  |
| CONVEYING PARTY DATA   |                                      |                               |  |
| Name   | Formerly                             | Execution Date                | Entity Type                            |
| VKGS LLC   |                                      | 01/28/2005                    | Limited liability<br>company: DELAWARE |
| RECEIVING PARTY DATA   |                                      |                               |  |
| Name:  | Wells Fargo Foothill, Inc., as Agent |                               |  |
| Street Address:  | 2450 Colorado Avenue Suite 3000 West |                               |  |
| City:  | Santa Monica                         |                               |  |
| State/Country:   | CALIFORNIA                           |                               |  |
| Postal Code:   | 90404                                |                               |  |
| Entity Type:   | CORPORATION: CALIFORNIA              |                               |  |
| PROPERTY NUMBERS Total: 8  |                                      |                               |  |
| Property Type  | Number                               | Word Mark                     |  |
| Registration Number:   | 1289175                              | THE AUTOTRONIC                |  |
| Serial Number:   | 78524232                             | VIDEO KING HORSE POWER RACING |  |
| Serial Number:   | 78476929                             | HORSE POWER RACING            |  |
| Serial Number:   | 78413913                             | SUPER CHAMP                   |  |
| Serial Number:   | 78413909                             | POWERMUTUAL                   |  |
| Serial Number:   | 78413905                             | BUCCANEER BONANZA             |  |
| Serial Number:   | 78413900                             | HURRICANE BONANZA             |  |
| Serial Number:   | 78413895                             | HURRICANE BINGO               |  |
| CORRESPONDENCE DATA  |                                      |                               |  |
| Fax Number:  | (312)863-7496                        |                               |  |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                      |                               |  |
| Phone:   | 3128637194                           |                               |  |
| Email:   | sonya.szot@goldbergkohn.com          |                               |  |
| Correspondent Name:  | Sonya Szot                           |                               |  |

OP \$215.00 1289175

900020668

TRADEMARK  
 REEL: 003038 FRAME: 0368

|                 |                         |
|-----------------|-------------------------|
| Address Line 1: | 55 E. Monroe Street     |
| Address Line 4: | Chicago, ILLINOIS 60603 |

|                    |            |
|--------------------|------------|
| NAME OF SUBMITTER: | Sonya Szot |
|--------------------|------------|

|            |              |
|------------|--------------|
| Signature: | /Sonya Szot/ |
|------------|--------------|

|       |            |
|-------|------------|
| Date: | 03/03/2005 |
|-------|------------|

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| Total Attachments: 5<br>source=SA_VKGS#page1.tif<br>source=SA_VKGS#page2.tif<br>source=SA_VKGS#page3.tif<br>source=SA_VKGS#page4.tif<br>source=SA_VKGS#page5.tif |
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## TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 28<sup>th</sup> day of January, 2005 is by and between VKGS LLC, a Delaware limited liability company ("Grantor"), and Wells Fargo Foothill, Inc., a California corporation ("Agent"), as agent for the Lenders (as defined below).

### W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Grantor, the lenders from time to time party thereto (the "Lenders") and Agent, as a Lender and as agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed to make certain loans to Grantor, and to extend certain other financial accommodations to or for the benefit of Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Grantor. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Grantor shall obtain any new federally registered Trademarks, Grantor shall give Agent prompt written notice thereof. Grantor hereby agrees that, upon Agent's written request, Grantor will execute and deliver to Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Grantor.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.


5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Grantor, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Grantor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

VKGS LLC

By   
Its \_\_\_\_\_

Accepted and Agreed to as of the date first written above:

WELLS FARGO FOOTHILL, INC., as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

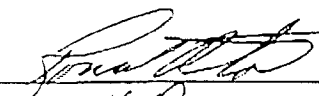
IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

VKGS LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

Accepted and Agreed to as of the date first written above:

WELLS FARGO FOOTHILL, INC., as Agent

By  \_\_\_\_\_  
Its VP \_\_\_\_\_

## SCHEDULE A

### TRADEMARK REGISTRATIONS

| <b>Trademark Description</b> | <b>U.S. Serial/<br/>Registration No.</b> | <b>Date<br/>Registered</b> |
|------------------------------|--|----------------------------|
| THE AUTROTRONIC              | 1,289,175                                | 08/07/1984                 |

### TRADEMARK APPLICATIONS

| <b>Trademark Application Description</b> | <b>U.S. Application No.</b> | <b>Date Applied</b> |
|--|-----------------------------|---------------------|
| VIDEO KING HORSE POWER RACING            | 78/524,232                  | 11/30/2004          |
| HORSE POWER RACING                       | 78/476,929                  | 09/01/2004          |
| SUPER CHAMP                              | 78/413,913                  | 05/06/2004          |
| POWERMUTUAL                              | 78/413,909                  | 05/06/2004          |
| BUCCANEER BONANZA                        | 78/413,905                  | 05/06/2004          |
| HURRICANE BONANZA                        | 78/413,900                  | 05/06/2004          |
| HURRICANE BINGO                          | 78/413,895                  | 05/06/2004          |